

**BOARD OF SUPERVISORS OF YORK COUNTY
TRUSTEES OF THE TOWN OF YORK
JOINT AGREEMENT**

THIS AGREEMENT, made this ____ day of _____, 200__, by and between the **BOARD OF SUPERVISORS OF YORK COUNTY**, Virginia, party of the first part, hereinafter referred to as "Board," and **TRUSTEES OF THE TOWN OF YORK**, party of the second part, hereinafter referred to as "Trustees."

WHEREAS, the Board and the Trustees entered into certain written agreements, dated February 9, 1978, April 1, 1982, and October 29, 1987, wherein the parties reserved and/or granted certain rights and assumed certain obligations, all as therein set forth; and

WHEREAS, the Board and the Trustees desire to replace said agreements and to redefine the rights, privileges, and obligations of both parties; and

WHEREAS, the Board and Trustees recognize and acknowledge that each would benefit from a cooperative effort with the other, and the Board further recognizes and acknowledges that the Trustees constitute a viable entity which, by working with the Board under the terms and conditions of this Agreement, can provide valuable and needed services to the citizens of York County.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises and the sum of TEN DOLLARS (\$10.00) to each of the parties hereto paid by the other, and for other good and valuable consideration, receipt of all of which is hereby acknowledged, the parties do hereby agree as follows:

1. **DEFINITIONS**

The following terms, when used in this agreement, shall have the meaning indicated below except when the intent clearly appears to the contrary.

A. **Yorktown Pier**: A wood pier approximately 480 feet long, built, owned and operated by the Board from Water Street at the foot of Comte de Grasse Street (near Cornwallis Cave) extending into the York River to a cofferdam constructed by the Commonwealth of Virginia. For the purpose of this agreement, the Yorktown Pier shall include all associated improvements, including a kiosk located near Water Street, three concrete mooring dolphins, and all utilities.

B. **Yorktown Waterfront**: Approximately 1300 linear feet of waterfront property held in trust by the Trustees, located on the northeast side of Water Street between the intersection of Water and Read Streets and the eastern boundary of Assessor's parcel No. 18A-11D. The Yorktown Waterfront includes all property held in trust by the Trustees that was improved during 1978 with financial assistance from the Federal Land and Water Conservation Fund including the beach area and the Church Street stairs. For the purpose of

this agreement, the Yorktown Waterfront also includes any and all beach existing from time to time located northeast of the Virginia Department of Transportation's concrete sea wall located between Read and Comte de Grasse Streets.

~~D.C.~~ Yorktown Wharf: A concrete wharf approximately 62' x 188' located on the York River approximately 270 feet southeast of the Coleman Bridge. Ballard Street Pier: a pier proposed to be constructed, as depicted on the Conceptual Master Plan, at the foot of Ballard Street extended and to be owned and operated by the ~~County~~ Board.

~~E.D.~~ Observation Pier: A pier proposed to be constructed as depicted on the Conceptual Master Plan in the same vicinity as the existing Yorktown Wharf and to be owned and operated by the Board.

E. Conceptual Master Plan: The term "Conceptual Master Plan" shall include the detailed concept plan for the Riverwalk (approved by the Trustees September 8, 1997) and the Waterfront/Wharf Area (plan dated and approved by the Trustees June 5, 2000 and attached as Exhibit A), and any subsequent duly approved amendments or additions thereto.

F. Consultation: The word "Consult" or "Consultation" used in this Agreement shall denote seeking information or advice from the other party to the extent deemed by the seeking party to be appropriate or necessary.

G. Approval: Use of the word "Approve" or "Approval" in this Agreement shall require formal consent by the party whose Approval is required (the Board and/or Trustees). Either party may require that confirmation of such Approval be in writing and shall be entitled to rely upon such writing, signed by the chairman or vice chairman, as conclusive evidence that Approval was given in the manner required by law, the rules of the approving body, and any other applicable rule or regulation and that the person so signing holds the office indicated.

2. COORDINATION BETWEEN BOARD AND TRUSTEES

The Board will keep the Trustees informed as to operation and maintenance activities and annually will summarize financial aspects of the operation and maintenance of the Yorktown Pier, Yorktown Waterfront, and the Yorktown Wharf. The Board and the Trustees each confirm and acknowledge that they have approved the Conceptual Master Plan, and that no further approvals are required of either party with respect to the Conceptual Master Plan except with respect to any modifications or amendments that may be proposed. The Conceptual Master Plan describes and graphically illustrates future development of the Yorktown Waterfront. Said Conceptual Master Plan shall at all times conform to the York County Land Use Plan and Zoning Ordinance. and shall be the formal basis for all capital improvements including any revenue-generating facilities. After the date of this Agreement, the Board and Trustees may revoke or revise the Conceptual Master Plan, but any such revocation or revision shall require Approval of both the Board and Trustees. The Board may also develop and process for incorporation into the York County

Land Use Plan a detailed Neighborhood Land Use Plan for Yorktown in order to insure that the Conceptual Master Plan prepared is compatible with and coordinated with the projected land uses in Yorktown.

3. FINANCIAL ASPECTS

A. Yorktown Fund Established: The Trustees and the Board hereby establish the Yorktown Fund for the purposes of operating, maintaining, repairing, and/or improving the Yorktown Pier, the Ballard Street Pier, the Observation Pier, Yorktown Waterfront, Yorktown Wharf, or any facility deemed by the Board to be beneficial to the Yorktown Pier, Ballard Street Pier, Observation Pier, Yorktown Waterfront and the Yorktown Wharf. The Yorktown Fund may not be used for any purposes that are inconsistent with the current Conceptual Master Plan.

B. Revenues for the Yorktown Fund: All revenue generated by the operation or use of the Yorktown Pier, the Ballard Street Pier, the Observation Pier, Yorktown Waterfront, and the Yorktown Wharf, including, but not limited to, fees, leases, rents, commissions, and contract proceeds, shall constitute a fund referred to as the Yorktown Fund and shall be deposited and administered as a separate account by the Board in accordance with the terms and conditions of this agreement. The Trustees shall be entitled to keep all revenue received from the Commonwealth of Virginia from the Department of Alcoholic Beverage Control to spend as Trustees deem appropriate. In addition, the Trustees shall be entitled to keep any and all other revenues which are restricted by the Grantor who provides same for use by Trustees. Except for funds which may be retained by the Trustees as aforesaid, the Yorktown Fund shall include all other grants, appropriations and payments received by the Board or the Trustees from governmental agencies, as well as private contributions made for the purposes of operating, maintaining, repairing, and/or improving the Yorktown Pier, Ballard Street Pier, Observation Pier, Yorktown Waterfront, and the Yorktown Wharf.

C. Disbursements from the Yorktown Fund: Disbursements from the Yorktown Fund shall be made at the direction of the Board in accordance with limitations contained in this Agreement. Disbursements for all renovation or improvement projects may only be made if said improvements are not inconsistent with the current Conceptual Master Plan. All records and accounts shall be kept and maintained by the County of York as fiscal agency for the Yorktown Fund in accordance with generally accepted accounting principles and the fiscal policies of the County and the Commonwealth of Virginia. Financial records and accounts shall be available to Trustees for review in accordance with law.

D. Uses of the Yorktown Fund: The Yorktown Fund shall be used exclusively for operating, maintaining, repairing, and/or improving the Yorktown Pier, Ballard Street Pier, Observation Pier, the Yorktown Waterfront, the Yorktown Wharf, or other facility deemed by the Board to be beneficial to the Yorktown Pier, the Ballard Street Pier, the Observation Pier, the Yorktown Waterfront or the Yorktown Wharf and consistent with the Conceptual Master Plan as then in effect, and also with the public interest, the conditions of the 1978

Land and Water Conservation Grant to the extent applicable, and other past or future State and Federal grants, and also for any costs incurred in administering the Yorktown Fund and carrying out any of the functions involved in realizing revenues or making disbursements. The Yorktown Fund shall not be used for any purposes that are inconsistent with the current Conceptual Master Plan. Such uses of the Yorktown Fund, in addition to paying the cost of operating, maintaining, repairing, and/or improving facilities shall also include payment to the Trustees of an amount equal to the Trustees' annual insurance premium for general liability insurance covering the Yorktown Trustees with respect to the operation of its properties as public facilities in the same manner and to the same limits as is in force for the Board with respect to the same operations and properties, ~~provided, however, that said reimbursement shall not exceed \$7,000.00 per year unless a larger premium amount is approved by the Board,~~ provided, however, that the Board may instead, at its option, secure liability coverage by naming the Trustees as an additional insured under existing Board policy coverage, in which event the premium shall not be paid to the Trustees. After this agreement expires or is terminated, ~~the Board shall continue to maintain the Yorktown Fund until the Board depletes the balance remaining in the Yorktown Fund for uses as outlined hereinabove~~ will be disbursed in accordance with paragraph 10. E.

E. Yorktown Fund Budget: The Board shall prepare and adopt an annual budget and financial plan for the Yorktown Fund at the same time and in the same manner as the budget for the County of York. This budget shall provide for anticipated expenditures and shall reflect all revenues, including annual appropriations made by the Board necessary to finance these expenditures. ~~Upon request of the Trustees~~ Prior to adoption, said annual budget and financial plan shall be sent to the Trustees.

F. Trustees' Budget: If requested by the Trustees, the Board agrees to pay an amount, within its discretion, up to a maximum of ~~\$5,000.00~~ 10,000.00 per year, to the Trustees for operating expenses. The amount of the maximum contribution shall be adjusted annually on each anniversary of the date of this agreement by a percentage equal to the percentage increase in the U. S. Consumer Price Index for Urban Areas, All Cities, during the same one-year period.

4. OPERATION AND MAINTENANCE OF THE YORKTOWN PIER, BALLARD STREET PIER, AND OBSERVATION PIER

A. Operation and Maintenance: The responsibility for the operation and maintenance of the Yorktown Pier, Ballard Street Pier, and the Observation Pier shall be the Board's, and they shall be used and maintained as the Board deems necessary or appropriate.

B. Receipts: All docking fees from the Yorktown Pier, Ballard Street Pier, or the Observation Pier shall be established and collected by the Board and deposited in the Yorktown Fund.

5. OPERATION AND MAINTENANCE OF THE YORKTOWN WATERFRONT

A. Promotion of the Health and Safety of Users: The Board may provide lifeguards as deemed appropriate by the Board for protection of swimmers, and it may employ further methods for protecting health and safety of the users of the Yorktown Waterfront, including regulation of the use of the Yorktown Waterfront and/or the establishment of user fees.

B. Control of Beach and Parking Areas: The Board shall, to the extent that it deems desirable, provide for such control over the beach and parking areas, regulate public conduct, and provide increased security as the Board deems appropriate. In Consultation with the Trustees, the Board may implement a control plan including one or more of the following:

- (1) a parking control system (Board may also provide free access or reduced fees for county residents and control said reduced parking fees through auto decals or otherwise);
- (2) a beach patrol (with or without user fees established by the Board).
- (3) physical controls in parking areas using gates to control hours of operation; and
- (4) posted hours of operation.

C. Police Protection: The Board shall, ~~to the extent that it deems desirable, endeavor to~~ secure police protection for enforcement of county ordinances at the Yorktown Waterfront through the York County Sheriff's Department and other enforcement agencies available from time to time. The Trustees agree to take any lawful action requested by the Board to enable the Board to secure enforcement or improve enforcement of ordinances and regulations through the Sheriff's Department and the courts. Nothing herein shall make the Board liable to the Trustees for any loss or damages arising from, or alleged to arise from, a failure to provide any such police protection.

D. Maintenance: ~~The Board shall assume responsibility, as hereinafter qualified or limited, for routine maintenance of the Yorktown Waterfront.~~ At all times during the term of this Agreement, the Board shall maintain the property and facilities thereon in a condition commensurate with the level of care and maintenance provided to other public facilities in the County. Said maintenance responsibility shall include, but is not limited to, litter pickup and removal, minor sidewalk and parking lot repairs; lawn cutting and maintenance; cleaning and maintenance of buildings; street and site lighting; care of all landscaping and planting beds; artificial beach nourishment; minor repair and adjustment of existing breakwaters; alterations of planting beds and landscape areas, and minor repair of existing structures. The Board shall define and determine, within its sole discretion, the scope and quality of appropriate maintenance activities and necessity of repairs.

E. Major Repairs and Improvements: The Board may make major repairs it deems desirable at the Yorktown Waterfront, including repairs to sidewalks, street lighting, parking areas, buildings or other structures if damaged by storm, disasters or other cause, provided, however, that the Board may determine what constitutes major repairs and that said major repairs are not inconsistent with the current Conceptual Master Plan. The Board, after consultation with the Trustees, may make improvements to the Yorktown Waterfront including, but not necessarily limited to, the following:

- Installation of new offshore breakwaters or similar devices designed to prevent erosion and retain sand along the Yorktown Waterfront and Yorktown Pier;
- Construction of a new pier at the foot of Ballard Street (the Ballard Street Pier) and a new observation deck (the Observation Pier) at the foot of Buckner Street (extended) in the vicinity of the existing Wharf. Such facilities shall be owned by the Board and the Board may operate such piers in the same manner and to the same extent as with respect to the existing Yorktown Pier pursuant to Section 4, above;
- Construction of such other new buildings and facilities as are depicted on the Conceptual Master Plan. Such facilities may be for the purpose of housing retail uses, restaurants, public convenience facilities, museums and exhibit halls, visitor information centers, and such other publicly accessible uses as the Board determines to be compatible, in Consultation with the Trustees, with the Conceptual Master Plan and consistent with the development of the Yorktown Waterfront as a tourist destination. At the request of the Trustees, such newly constructed building shall include a space not to exceed 400 square feet that may be used by the Trustees for an office and/or meeting place. With the prior approval of the Trustees, the Board may construct other buildings for purposes not identified above and not shown on the Conceptual Master Plan as it exists as of the effective date of this Agreement. The Board shall own any such buildings and facilities which it constructs and, with the exception of the breakwaters and Yorktown Pier, Ballard Street Pier, and Observation Pier, the Board's ownership interest shall be subject to termination only in accordance with the provisions of Section 910 – Term. The Trustees shall continue to own the land on which such other buildings and facilities are constructed. The Board's ownership of the breakwaters and the piers shall survive this Agreement.

F. Utilities: The Board shall, as long as it maintains the Yorktown Waterfront, pay all utility costs associated with street and site lighting and the public restrooms, including the cost of electric, water and sewer service, and, after Consultation with the

Trustees, shall determine the days and hours which street and site lighting shall be furnished and the public restroom building shall be operated.

6. OPERATION AND MAINTENANCE OF THE YORKTOWN WHARF

A. Promotion of the Health and Safety of Users: The Board shall, to the extent that it deems desirable, take steps to provide for the health and safety of the users of the Yorktown Wharf.

B. Future Use of Freight Shed Building (formerly the Yorktown Post Office): The parties agree that if the National Park Service transfers the title to the freight shed building currently located on the Yorktown Wharf to the Trustees, the Board ~~intends to~~ shall relocate the building closer to Water Street as generally depicted on the Conceptual Master Plan. Both parties agree that the Board may utilize said building for purposes that are open to the public and that are compatible with the historic character and commercial uses of the area, and in accordance with applicable zoning laws and the current Conceptual Master Plan. Any revenue derived from the use of said building shall be established and collected by the Board and deposited in the Yorktown Fund. Because of the costs the Board will incur in moving and renovating the building, the Trustees agree to convey ownership of the building to the Board prior to the Board initiating the relocation, provided, however, that the Board shall not be obligated to assume title and move the building if the National Park Service has attached any conditions that the Board deems onerous to the transfer of title from the NPS to the Trustees. The Trustees agree to seek the Board's consent to any proposed Park Service conditions prior to accepting any deed of transfer. The parties agree that the draft list of conditions attached hereto as Exhibit B will be deemed acceptable to the Board provided that the NPS shall give final approval to such conditions. The parties also acknowledge and agree that in the event the building is deemed structurally impossible to move, or if it is damaged beyond practical repair during the relocation process, in the judgment of the Board's consulting engineers and contractors, the Board may demolish the freight shed and construct a replica of the building in the location depicted on the Conceptual Master Plan.

C. Wharf Demolition: It is agreed by the parties that subsequent to movement of the freight shed building, and in accordance with the Conceptual Master Plan, the Board will cause the Wharf to be demolished.

7. SPECIAL EVENTS

A. Special Events Sponsored by the Board: The Board shall have authority to sponsor and/or co-sponsor sailing regattas and various festivals and activities associated with the annual 4th of July and the Yorktown Day Celebration at the Yorktown Waterfront or the Yorktown Wharf. The Board shall also have the authority to sponsor other activities and events subsequent to informing the Trustees of the Board's plans to sponsor or co-sponsor any other activities or special events.

B. Special Events Sponsored by the Trustees: The Trustees shall Consult with the Board prior to sponsoring or co-sponsoring any special events. In order to avoid any conflicts in scheduling special events, the Trustees agree to secure the Board's concurrence prior to conducting said special event if it is proposed for a time or date during which another special event has already been planned by the Board. Trustees also agree to assume all liability for said special events, to arrange for any police protection if required, and to assume full responsibility for cleaning up the area within 24 hours after any special event.

8. AUTHORITY TO SELL PROPERTY OR TO GRANT LEASES, CONCESSIONS, OR EASEMENTS

A. Board's Authority Defined: During the term of this Agreement, the Board shall be authorized to grant leases, permits, concessions, or other rights of use of any or all of the property which is identified in this Agreement as Trustee-owned property (i.e., excluding Trustee-owned property not identified herein), insofar as the same shall be necessary or convenient in the opinion of the Board for the exercise of the Board's rights under the terms of this agreement. The Board agrees that said authority shall be exercised in conformance with the current Conceptual MasterPlan.

B. Trustees' Support of Board's Authority: Trustees agree to execute any and all leases, conveyances, or other documents when requested by the Board that are necessary or convenient in the opinion of the Board for the exercise of the Board's rights under the terms of this agreement. The Board agrees that said authority shall be exercised in conformance with the current Conceptual Master Plan.

C. Easements for the Yorktown Pier and Other Facilities: The Trustees shall, upon request, convey to the Board or other appropriate party at the Board's direction, easements to enable the Board and the public to maintain direct access and utilities to the Yorktown Pier, the Ballard Street Pier, and the Observation Pier and shall, upon request, execute documents as required to retain existing permits or maintain the use of existing structures or to acquire appropriate or necessary permits in the future. The Trustees also agree that all such easements and permits shall be perpetual except that the Trustees may propose substitute easements providing the same kind and quality of access to the piers as is provided by an original easement, and the Board's consent for the substitution of an easement shall not be unreasonably withheld.

D. Board's Approval Required: The Trustees covenant and agree not to do any of the following affecting the Yorktown Pier, the Ballard Street Pier, the Observation Pier, the Yorktown Waterfront, and the Yorktown Wharf during the term of this Agreement without prior written Approval by the Board:

- (1) grant or permit any concessions;
- (2) operate any concessions;
- (3) lease any of the property or grant any privileges or licenses applicable to the property;
- (4) grant any visual, scenic, historic, or other easements;
- (5) sell, convey, or otherwise dispose of the property or any part thereof or any interest therein.

9. **GENERAL PROVISIONS INSURANCE**

~~A.~~At all times during the term of this Agreement the Board shall maintain comprehensive full-value replacement coverage property insurance on all the facilities constructed, installed and maintained pursuant to the terms of the Agreement. Subject to necessary appropriations, the Board shall use any such insurance proceeds to restore any damaged facility as near to its original condition as is reasonably practicable. If in the event of a property loss, the Board has the opportunity to effect repairs and restoration through emergency grants, the Trustees agree to execute and honor any conditions or assurances that may be required.

~~B. At all times during the term of this Agreement the Board shall maintain the property and facilities thereon in a condition commensurate with the level of care and maintenance provided for other public facilities in the County.~~

10. TERM

A. This agreement shall be in effect for a period of thirty (30) years from the date ~~hereof~~ it has been fully executed by both parties, except that it shall extend for a longer term under the ~~following~~ circumstances set out in subparagraph B:

- ~~A.B.~~ (1) In the event the Board finances the construction of any aspect of the Conceptual Master Plan for a term of thirty (30) years, the term of the Agreement shall automatically be extended until one (1) year after the last debt payment, but the term of the agreement shall not extend beyond a total of 35 years without the express written approval of the Trustees.

~~B.~~(2) In the event the Board has an opportunity to finance construction of any aspect of the Conceptual Master Plan with a grant that requires an assurance of Board control of the Yorktown Waterfront for a period longer than thirty (30) years, and the Trustees Approve in writing the acceptance of those terms, the Agreement shall automatically extend for the duration of the grant-specified time limits.

C. The Board may terminate this Agreement at any time, with or without cause, upon giving the Trustees no less than one (1) year written notice to that effect. This Agreement shall automatically be renewed for additional- ten (10) year terms unless written notice is given to either party at least one year prior to the expiration of the then –current term. Such notice to the Trustees shall be sufficient if given to any one of the Trustees and shall be sufficient as to the Board if given to the County Administrator or any member of the Board.

D. If this Agreement is terminated or not renewed ~~at the end of any term at the initiative of the Trustees for any reason by either party,~~ as set out above, the Trustees agree to maintain the buildings, facilities and grounds in a condition equal to or better than their condition at the time of termination and to maintain public access to and use of said buildings, facilities and grounds. In addition, ~~in the event this agreement is terminated or not renewed for any reason by either party~~ the Trustees agree to honor the terms of all leases, licenses, or concessions applicable to such buildings or improvements and any conditions and assurances that may be associated with grants obtained in connection with the improvements. ~~In the event the Agreement is terminated or not renewed in accordance with this paragraph 10,~~ Moreover, title to CountyBoard-owned buildings and facilities constructed pursuant to this agreement, other than the breakwaters and piers, shall be transferred to the Trustees, and the Board shall execute any deeds, assignments, or other documents as may be reasonably required to evidence the conveyance to the Trustees of all such buildings and assignment of all associated leases and permits. The respective obligations of the parties set out in this subparagraph shall survive the termination or nonrenewal of this agreement, and shall be enforceable in a court of law.

E. Upon such termination or non-renewal in accordance with this paragraph 10, the Yorktown Fund shall be distributed to the parties as follows: any funds derived from the piers or from other Board-owned property constructed pursuant to this agreement shall be disbursed to the Board. Any other funds shall be disbursed to the Trustees.

11. LEGISLATIVE AND LEGAL ACTION, SEVERABILITY

A. During the term of this agreement, neither party shall make any attempt to propose or support legislation before the Virginia General Assembly altering the terms and conditions of this agreement or the authority of either party to remain bound by this agreement or to fulfill its obligations hereunder. The Board shall not make any attempt to propose or to support any legislation dissolving the Yorktown Trustees.

B. During the term of this agreement, neither party shall institute or voluntarily file any petition or other legal action in any court of law for the purpose of challenging the legal authority of either party to enter into this agreement or to enforce or abide by any of its terms and conditions.

C. In the event that this agreement is declared null and void in its entirety by any court of law, such declaration shall be deemed to operate as a termination of this agreement by both parties, and the provisions of paragraph 10 with respect to a termination of this agreement shall govern. In the event, however, that a court of law shall declare one or more provisions of this agreement to be null and void, then any such provisions shall be deemed severable from this agreement, and the balance of this agreement shall continue in full force and effect.

~~11~~12. TERMINATION OF ALL PREVIOUS AGREEMENTS

The Board and the Trustees hereby agree that those certain agreements dated February 9, 1978, April 1, 1982, and October 29, 1987, respectively, be, and they are hereby, cancelled and void and of no further force and effect as to either party.

IN WITNESS WHEREOF, the Trustees have caused their name to be hereto subscribed by their Chairman, he being thereto duly authorized by action of the Trustees granting such authority at a meeting called and conducted in accordance with law on the ____ day of _____, 200__, and the Board has caused its name to be hereto subscribed by its chairman, he being thereto duly authorized by Resolution No. R 00-____, passed at a regular meeting of the Board called and conducted in accordance with law on the ____ day of _____, 200__.

BOARD OF SUPERVISORS OF YORK
COUNTY, VIRGINIA

By _____
Chairman

TRUSTEES OF THE TOWN OF YORK

By _____
Chairman

Approved as to form:

County Attorney

COMMONWEALTH OF VIRGINIA,
COUNTY OF YORK, to-wit:

I, _____, a Notary Public for the Commonwealth of Virginia, at large, whose commission expires on the ____ day of _____, 20____, do hereby certify that _____, Chairman of the Board of Supervisors, whose name is signed to the foregoing writing bearing date on the ____ day of _____, 200____, has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand this ____ day of _____, 200____.

Notary Public

COMMONWEALTH OF VIRGINIA,
COUNTY OF YORK, to-wit:

I, _____, a Notary Public for the Commonwealth of Virginia at large, whose commission expires on the ____ day of _____, 20____, do hereby certify that _____, whose name as Chairman of the Trustees of the Town of York is signed to the foregoing writing bearing date on the ____ day of _____, 200____, has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand this ____ day of _____, 200____.

Notary Public

Yorktown Riverfront Improvements

Carlton Abbott and Partners, P.C.
Architects, Landscape Architects, Planners

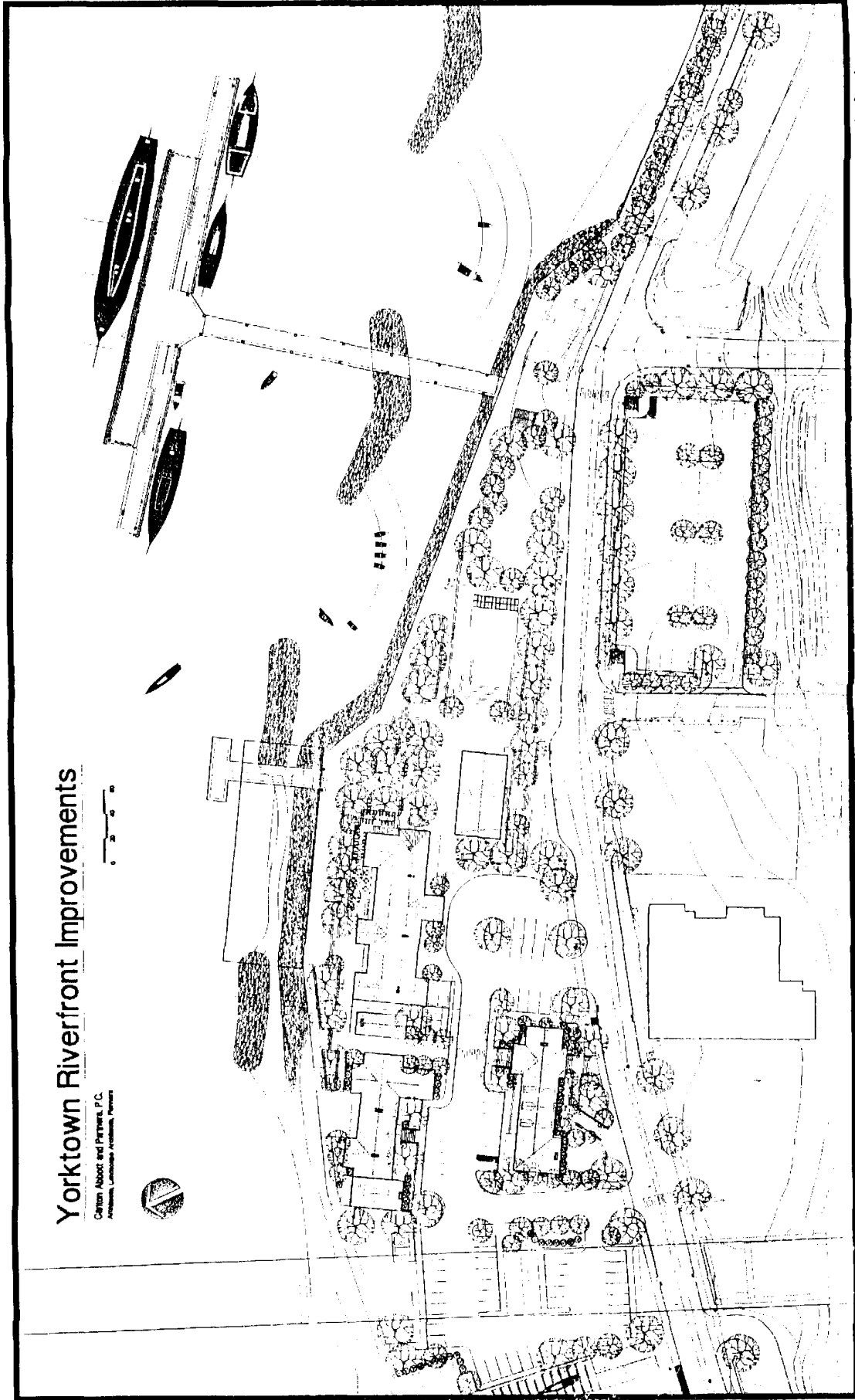


EXHIBIT B

Requirements for the Yorktown Freight Shed

After the Yorktown Freight Shed is removed from its current location, the County of York shall take the following measures to improve the Yorktown Freight Shed Building (the “Building”):

1. Remove the loading dock from the east end of the Building.
2. Install the exterior door on the west elevation. Install a board and batten door with wrought iron straps consistent with the Character-defining Features of the Building as illustrated on the attached drawing.
3. Avoid the use of masonry infill in the large arched openings on the north (3) and south (1) elevations that are currently used. Install board and batten doors with wrought iron straps in these openings consistent with the Character-defining Features of the Building as illustrated on the attached drawing.
4. Remove louvered panels in the 2nd floor openings that are currently on east and west elevations and install doors consistent with the Character-defining Features of the Building as illustrated on the attached drawing.
5. Remove sash from wall dormers that are currently on north and south elevations and install board and batten doors with wrought iron strap hinges consistent with the Character-defining Features of the Building as illustrated on the attached drawing.
6. Remove shutters and shutter hardware from 1st floor windows that are currently on the Building.
7. Remove internal partitions. Create an open space in the interior part of the Building. (Do not use interior partitions that are currently in the Building.)
8. Place the Building on a concrete foundation with “timber cribbing” foundation. Use sandblasted wooden forms to reproduce the exaggerated wood grain texture of the concrete in order to simulate timber cribbing from the old wharf.
9. Avoid use of electrical meter boxes, surface mounted conduit, wire, exhaust vents, and similar equipment on the exterior of the Building as illustrated on the attached drawing.
10. Use windows on east and west elevations with 9/9 light double-hung sash windows with plank frames consistent with the windows on the south elevation as illustrated on the attached drawing.
11. Use exterior lighting fixtures consistent with the Character-defining Features of the Building as illustrated on the attached drawing.